

BIDDER : AURIONPRO SOLUTIONS LTD

S.No.	Page No./ Point No	RFP Clause	Suggestion/Concern	Bank's Response
1	10	Providing auto-reconciliation features for all transactions amongst various applications like Finacle X etc and your software at various stages of transactions.	Apart from Finacle what are other systems for which this is needed?	Auto reconciliation is required for every module present in CMS Portal.
2	20	Period of Validity of Bids Bids should remain valid for the period of 1 year from the date of opening of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.	Our Suggestion is to make the validity period 6 months as in other Bank RFPs.	Please be guided as per RFP
3	26	10. Warranty Period - The warranty Period will be 3 years from the date of sign off.	Usually warranty period asked by the banks is for 3 months, post which AMC is applicable for smooth functioning of system. Please amend this clause in RFP.	Please be guided as per RFP
4	27	If the bank desires to upgrade to higher version of database or hardware, selected bidder shall be required to comply with banks requirement. The proposed solution should support the database and hardware version which are supported by OEM. Bank will take care of hardware and database upgradation activity. Bidder has to ensure that the application should be compatible with hardware and database etc. without any additional cost.	This is ok for hardware. For database, bank cannot unilaterally decide to upgrade database version. CMS vendor has to be also consulted before such upgrades are done. Please incorporate this in the RFP	Before major changes in database, bank will consult with CMS vendor.
5	29	10 PAYMENT The terms of payments will be as follows: 10.1 No advance payment against purchase order. 10.2 No Octroi / Entry Tax will be paid after payment of final installation. 10.3 Payment will be made on the following basis: Payment 01.On Successful installation of Hardware and customization of Solution. 50% 02.On UAT signoff and training.20% 03.After 3 months of Successful Go live.20% 04After a period of 1 year from date of Go –Live10% 05.Total100%	The Payment terms given by bank are unfavorable for the vendor. We would like to propose the following amendment to payment terms : 01.On signing the contract 35% 02.On Successful installation of Solution:30% 03.On UAT signoff and training:25% 04 After 3 months of Successful Go live: 10%	Please be guided as per RFP.

6	29	01.On Successful installation of Hardware and customization of Solution:50%	Hardware installation is not in the RFP scope and hence requesting to amend the clause to 'installation of the software application'.	Customization and installation is depends on Hardware. It will be amended as : 01.On Successful installation of Hardware and Installation of Complete Solution:50%
7	37	The solution should have capability to collect, aggregate and transmit transactions received through any connecting media	Please elaborate on what is included in connecting media?	Please be guided as per RFP.
8	50	The system should generate standard user definable error messages based on pre – defined parameters.	We would request bank to provide example for better understanding.	Please be guided as per RFP.
9	53	System should be capable of defining the charges / Invoices at client level/product level at various frequencies like monthly/quarterly/yearly etc.	Please elaborate what is meant by "Invoices".	Please be guided as per RFP.
10	59	System should have the feature of capturing the details of the person/s collecting amount in form of DD/Cheque/cash/instrument, Day basis arrangements like day 0, day 1, day 2 and provide necessary vouchers, transaction details accordingly.	We would request bank to provide example for better understanding.	Please be guided as per RFP.
11	53	System should be capable of maintaining bank employee details including Circle office , Zonal office etc.	By "Zonal office", "Regional office", we assume bank requires mapping of the bank branches to the bank user. Please confirm.	Data import is required.
12	53	System should have the ability to do setup at one go. Maker will perform all making steps. Post completion, authorizer will authorize all pending tasks at one time. Ability to avoid step wise making and checking should be there.	We would request bank to provide example for better understanding. Currently system does the same, but can you just quote an example for the same i.e. which set ups bank is referring here?	The bank is looking for multiple selection options for authorizing or rejecting the transactions as well as master data.
13	53	System should have the ability to bulk upload for creating Users, Group, Authorization engine, maintain list, create rules, Account linking etc.	Please elaborate more on "Create rules, Account linking" Please elaborate more on expectations under "Maintain list, Create rules, Account linking, incase of bulk upload.	Bulk upload option for creating the users as in the format maintained by the bank. All the options create rules, Account linking means the same.
14	53	System should have the ability to import currently on boarded data/old data of clients.	Please elaborate more on requirement related to "Old data of clients". Does this refer to Migration ? Please elaborate more on the requirement? Where this old data to be shown and also why is the required and I it only for customer onboarding?	Migration of data from existing application and amalgamated entities.

15	64	Customer master should support single account, multiple account, limits for each account and charges.	Request the bank to elaborate the business case with a scenario.	System should support single or multiple accounts with all validations maintaining by client for the product.
16	67	System should have the ability for bulk uploading functionality to upload customers data file with overwrite function/ deletion / addition function.	Request the bank to elaborate the business case with a scenario. Till what stage overwrite function is to be allowed?	Please be guided as per RFP.
17	70	System should have the ability to upgrade and downgrade the user.	We would request bank to provide example for better understanding.	Please be guided as per RFP.
18	77	System should be capable of reprocessing of entries based on the banks requirement.	We would request bank to provide example for better understanding.	Please be guided as per RFP.
19	78	Prioritization of collections should be allowed based on customer / bank requirements.	We would request bank to provide example for better understanding.	This requirement is related to the processing of the files as per the given priority.
20	86	Bank Users should be able to define workflow, queues and priorities based on various criteria, such as queue for items needing manual intervention with proper notification, if item in queue is awaiting or exception has occurred.	We would request bank to provide example for better understanding. We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	Please be guided as per RFP.
21	102	System should be able to identify and define routing rule/Business Rules for different business partners for all settlement systems and it should support all formats / systems in case if its needed in future.	Please provide the the formats w.r.t this RFP scope, which will help us in providing accurate response. Please provide the systems with which integration is required as well as format for integration. w.r.t this RFP scope, which will help us in providing accurate response.	Please be guided as per RFP.
22	133	System should be capable of generating the income wise query during the period. Option to generate charges report location wise, division wise, company as a whole.	In "income wise query", is the bank referring to charges? If not, please elaborate the requirement in detail.	Please be guided as per RFP.
23	135	Dash boards should be available to see the trend and volume of transactions processed in a day/period as a whole or customer wise/industry wise/product wise.	Please elaborate the expectation on transaction trends ?	Please be guided as per RFP.
24	137	System should be highly parameterized to support the bank's policy requirements and statutory policy requirements e.g. Future changes proposed by the monetary authority about timings of process, limit of process, normalization etc.	Please help us with the parameters which should be the part of scope for accurate response.	Please be guided as per RFP.
25	140	Audit Logs for Core and Customer transactions.	Audit Logs for Core will not be in the scope of CMS system. Audit logs for customer transactions related	Please be guided as per RFP.

			to CMS application will be handled by us. Please confirm our understanding.	
26	145	System should provide for all kinds of reconciliation for the bank, client/customer and for collections in an Auto reconciliation mode by total integration with CBS, ERP etc. using respective transaction reference numbers. Reconciliation should be available in General ledger format on daily basis with CBS. Response/Reverse MIS of successful and failed transaction in various desired formats to be available.	Please mention the desired formats in CMS scope.	In the reconciliation module , all types of matching should be available.
27	151	Business rules for charging should be configurable and should allow change, based on business conditions.	Does bank mean different charge events?	Please be guided as per RFP.
28	154	Charging system should be able to support transaction based charging/ fee based charging and float based charging as well as support application of both fees and interest on discounting / recoveries.	Please elaborate more on interest on discounting / recoveries	Discount on charges as per client wise.
29	155	Charging module should allow for customer / location profitability calculation and internal transfer pricing and income allocation / sharing for internal entities.	Please elaborate the requirement in detail.	Please be guided as per RFP.
30	163	System should be capable of reprocessing of entries on the basis of user requirements.	Please provide more details with an example for better understanding.	Please be guided as per RFP.
31	180	Logs should be maintained at every level.	Please provide specific scope for logs availability i.e. requirements under "Every level".	Please be guided as per RFP.
32	244	Self & automated Reconciliation of all collection / payment using unique reference numbers generated in CBS and CMS. System should provide daily reconciliation reports as required by bank.	Bank is expecting reports for reconciliation from the transaction reference number generated by CMS system. Please confirm our understanding.	Please be guided as per RFP.
33	57	System should support notification through various modes such as email, SMS etc. automatically as per banks requirements. System should support schedule based generation and mailing of various reports through scheduler and auto mailer as per banks requirement	What are other modes than email/SMS?	Please be guided as per RFP.
34	57	All Reports should be customizable and available in formatted PDF, txt, HTML, CSV, excel, XML etc. and should be downloadable. Should support standard formats available in the industry.	Please elaborate all formats (apart from the ones mentioned) that would be needed?	Please be guided as per RFP.
35	65	System to support transactions type as follows : a. One to one b. One to many c. Many to one d. Many to many	Please elaborate on this requirement.	Please be guided as per RFP.
36	65	The system should generate error logs if the calculation fails during time of data processing. And descriptive enough to allow traceability of the data/function error to the most granular level.	We assume requirement is related to validation of the file being uploaded in the system against the validation rules and display of errors to the corporate. Please confirm.	Please be guided as per RFP.
37	53	System should have the ability for modification/addition of multiple accounts in existing group at one go.	We assume requirement is for having option to map multiple accounts to customer during customer onboarding. Please confirm.	Please be guided as per RFP.
38	54	System should support collection through e- payment, paper payment	Please elaborate more on the requirement with a	Please be guided as per

		and based on type of transaction, separate & consolidate transaction files and MIS should be created in relevant formats as required by client.	scenario. Additionally, By "e-payment", we understand bank requires direct debit functionality wherein the corporate (Bank's customer) would receive payment from its subscribers on basis of mandates maintained in application. Please confirm.	RFP.
39	54	System should support Online STP, bulk and Batch process and should be able to segregate different modes of processing as per the defined file data. It should be able to split/generate/control the file, in case of manual upload to desired limit as per users requirement, amount wise.	Requirement is related to payments wherein the file received from customer needs to be split on basis of different rules. Please confirm. In case requirement is related to collections, requesting the provide a use case for the same.	This requirement is for Online transfer of data and other limit maintenance for corporate. Limit to be maintained at the corporate client level.
40	54	System should support Online STP, bulk and Batch process and should be able to segregate different modes of processing as per the defined file data. It should be able to split/generate/control the file, in case of manual upload to desired limit as per users requirement, amount wise.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	Please be guided as per RFP.
41	54	System should support Multiple Debit Single Credit Collections/Payments and vice versa.	Incase of collections we assume requirement is related to passing single credit for multiple cheques being collected in a DS/ batch.	Please be guided as per RFP.
42	54	System should allow enrichment and repair of data (for both bulk and onscreen transactions) by the client till upload into the Core Banking system viz; Additions, Modifications, Rejections, Recall etc.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding. Please elaborate more on Recall functionality	This modification will be before authorization and before it is sent to the core system.
43	54	System should have the provision to make beneficiary registration mandatory or optional at client level and product level.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	This requirement is for a corporate CMS client for payments.
44	54	System should support user wise limit (fixed amount or percentage basis) for credit to client. It should also allow authorization of transaction depending on funds availability. User wise and account wise access to restrict user to view / initiate transaction for specified accounts only.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	It is related to collection and payment module.
45	54	User should have dashboard for transaction and activity monitoring with ability to filter items on multiple criteria such as processing time, batch or online, FTP/STP mode of processing, exceptions, success, failures, amount etc.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	It is related to collection and payment module.
46	54	User should have dashboard for transaction and activity monitoring with ability to filter items on multiple criteria such as processing time, batch or	We assume this requirement is related to payments and erroneously classified under collections. Please	It is related to collection and payment module.

		online, FTP mode, exceptions, success, failure, amount, in transit mode etc. Dashboard should be provided to client also for download MIS and tracking.	confirm. Incase its related to collections, requesting to provide an use case for better understanding.	
47	55	Relevant details of failure transactions like reason for failure etc should be updated and should provide to client in MIS format with reason.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	It is related to collection and payment module.
48	55	System should update the status of all types of transaction based on unique reference number / CBS transaction number etc for all transaction done through FTP/Bulk/single.	We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.	It is related to collection and payment module.
49	55	There shall be provision for maintaining client-wise data (UNIQUE NUMBER) for RTGS / NEFT /Mandate Number etc for data validation prior to processing the transactions. Data Validation is to be done for single or multiple criteria like amount, CBS account number or combination of them against data maintained for each client. Provision shall be there to update/modify/delete the data through upload process or manually.	<p>We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.</p> <p>Data Validation is to be done for single or multiple criteria like amount, CBS account number or combination of them against data maintained for each client.</p> <p>This requirement is related to inward clearing which should be handled by the Inward clearing system of the bank, please confirm.</p>	It is related to collection and payment module.
50	55	System should be capable of validating the transactions. Option should be there at master level to process files/data. And in MIS client name & Unique number should be available to identify the entry.	<p>We assume this requirement is related to payments and erroneously classified under collections. Please confirm. Incase its related to collections, requesting to provide an use case for better understanding.</p> <p>The unique reference number is the transaction number maintained in CBS for all the transactions, the expectation is to pull the transaction number also along with the status and display it in reports for reconciliation purposes.</p> <p>Please confirm or define the workflow</p>	It is related to collection and payment module.
51	11	The bidder will be required to implement all four environments for the solution i.e. UAT, Production, Standby & DR data replication between Production and DR.	<p>We the CMS vendor will help to perform DC/DR setup, along with Bank's IT team & going forward bank has to perform regular activity.</p> <p>Please confirm</p>	The bidder will be required to implement all environments for the solution i.e. UAT, Production, Standby / DR data replication between Production and DR.

52	11	Providing comprehensive documentation of the application including the application architecture, description of the interfaces, the data model, database table structure, data flow diagrams, complete description of the data elements (metadata), user manual and any such requirements of the bank.	We will provide only user & technical manual for the application installation and understanding of high level architecture. Please confirm	Please be guided as per RFP.
53	12	Post implementation scope to indicatively include support for the following: (a) Upgrades, (b) maintenance, (c) System monitoring, (d) Troubleshooting & Performance Tuning, (e) Advisories on software upgrades & vulnerabilities, (f) Conduction DR Drills & support for the same, (g) Any support required to make systems & software up and running, data backup & replication of data to DR, EOD etc.	Any upgrades will be chargeable & we will help to perform DC/DR setup & going forward bank has to perform regular activity. Support contains: Maintenance of software application, troubleshooting and performance tuning of application will be part of on going support: Please confirm	Please be guided as per RFP.
54	15	Project plan and Project Schedule which is total 16 weeks	This needs to be discussed mutually and agreed upon.	Please be guided as per RFP.
55	10	The bidder will be required to provide Post implementation, Onsite support required during office hours from Monday to Saturday and also during working holidays and whenever as per bank requirements. Duties of onsite engineer includes configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank.	Roles and responsibilities will be discussed separately for onsite helpdesk.	Please be guided as per RFP.
56	12	The bidder must provide the technology upgrade to the Bank from time to time and certify that the technology or platform or solution being deployed is up to date.	Any upgrades will be chargeable and cost to be mutually agreed at the time of upgrade	Please be guided as per RFP.
57	50	System should be scalable and should comply with the functional regulatory authority from time to time.	Please elaborate more on what is expected from this requirement?	Please be guided as per RFP.
58	52	It should be capable of logistics control and tracking of courier. It should have a facility to record details like bill no, name of courier/delivery mode, POD details etc in the database for future query.	Is the requirement is for payments, collections or for both? Please provide the scope for the same?	Please be guided as per RFP.
59	52	Support for file upload with digital signature/ RSA token/ encryption.	Assume the requirement is for payments file upload?	It is related to collection and payment module.
60	53	System should be capable of defining customer product wise input / output file format as per the requirement of client.	What does bank mean by input file formats?	Please be guided as per RFP.
61	53	System should have the ability to upgrade and	Please elaborate the requirement with a scenario?	Please be guided as per

		downgrade the user.	Is the bank referring to granting and not granting of some access privileges to the user?	RFP.
62	56	It should support MT940, MT950, ISO20022, ISO8583, SWIFT messaging formats.	Does this mean system should capture the information as per these formats during initiation?	Please be guided as per RFP.
63	58	Provision to send similar type of reports to specific group of customers through auto mailer. Parameterization required for selection of customers/clients for sending auto mailer reports.	What parameterization is required for selection of customers/clients for sending auto mailer reports.	Please be guided as per RFP.
64	62	Set approval/authorization matrix for each transaction type/service	Is bank referring to payment method wise authorization while stating "each transaction type/service wise authorization"?	Please be guided as per RFP.
65	64	System should have the ability to upload scan images of auto debit mandates for client side through dash board with valid user id and passwords.	What are auto debit mandates? How it is different from direct debit mandates or is bank referring to SI's in the module?	Please be guided as per RFP.
66	268	The system should have the feature to send notifications through various channels like mail, SMS and system alert to the next level performer	what does the bank mean by next level performer ? Our understanding is that of next Authorizer in an Authorization Matrix . Is that correct ?	Please be guided as per RFP.
67	325	Does the system provide a document life cycle report to track all the stages of document right from entry into the system upto recovery or NPA?	The proposed FSCM system will not mark the NPA status. Hence our lifecycle report would provide requisite information only till recovery. Is the bank okay with this scope ?	Please be guided as per RFP.
68	9	The scope of work includes but not limited to:..	We understand all the requisite approvals from the third parties, required information will be made available by the Bank. Please confirm. How the bidder can convey the modifications to these clauses?	Please be guided as per RFP.
69	9	System should be capable of seamless integration...	Which are the existing collection system/gateways?	Please be guided as per RFP.
70	10	Providing interface...	Which are all of these external sources?	Please be guided as per RFP.
71	11	Bidder shall provide...	Where these formats will be available and what will be the frequency?	Please be guided as per RFP.
72	60	The complete Hardware...	What will be the volume 4th year onwards?	Please be guided as per RFP.
73	19	The bid security may be forfeited..	We would request not to forfeit the security if the delay in execution is not solely attributable to the bidder. What recourse the bidder will have in such cases?	Please be guided as per RFP.

74	20	Price Composition	<p>We would like to suggest some modification to this clause at contracting stage such as:</p> <p>a.Prices to be exclusive of all the taxes and levies</p> <p>interest of 18% pa on delayed payment</p> <p>payment in 15days of date of invoice</p> <p>d.No downward change in the price</p> <p>e.Suspension of services/ termination of agreement in case of delay in payment</p> <p>How the bidder can convey the modifications to these clauses?</p>	Please be guided as per RFP.
75	22	TERMS AND CONDITIONS	<p>At the time of contracting we would like to discuss and incorporate certain additional clauses such as :</p> <p>a.Licensing terms</p> <p>b.Non-solicitation</p> <p>c.Sub-contract</p> <p>d.Force majeure</p> <p>e.Third party components to be governed by third party terms, etc.</p> <p>Is the bidder allowed to make any modification to this?</p> <p>If not how these terms can be modified in mutual interest and with additional clauses as per the standard practice?</p>	Please be guided as per RFP.
76	26	"Services" means	<p>We would request that the bidder to get paid for the ancillary services.</p> <p>Will the bidder get paid for the ancillary services?</p>	Please be guided as per RFP.
77	26	Warranty Period	Sign off of what is contemplated here?	Please be guided as per RFP.
78	26	Third Party Seamless Migration	<p>What is expected from the bidder in the integration?</p> <p>Will the bidder get paid for the integration and what will be the commercials?</p>	Please be guided as per RFP.
79	26	Language	<p>We would request that in case of any conflict the "English" language to be prevailed</p> <p>Which language will prevail over other between English and Hindi</p>	Please be guided as per RFP.
80	27	Bidder shall allow third party audit of the system...	<p>We would request to pre-approve the audit related conditions at the time of contracting such as:</p> <p>a. Identifying the third party mutually</p>	Please be guided as per RFP.

			<p>b. Costs to be borne by the Bank</p> <p>c. Frequency and time to be mutually agreed prior notice of the audit</p> <p>How this third party will be selected? How many days prior notice will be provided? What will be the frequency?</p>	
81	27	If the bank desires to upgrade to higher version of database or hardware, selected bidder shall be required to comply with banks requirement...	<p>We will be happy to provide the version upgrades. However, these may be chargeable.</p> <p>Some of these may have the cost implication. How the Bank will pay for these components?</p>	Please be guided as per RFP.
82	27	Bidder should provide Secure Code Assurance of application Certificate...	What are the contents of the Secure Code Assurance of application Certificate? Is there any specific format?	Please be guided as per RFP.
83	28	SIGNING OF CONTRACT	<p>We would request that the Bank provides the extension in the 30 days signing period upon request of the bidder</p> <p>There may some change proposed by the bidder, how these changes will be accommodated?</p> <p>How the bidder will be protected in case of delay in signing where such delay is not attributed to the bidder?</p>	Please be guided as per RFP.
84	28	PERFORMANCE BANK GUARANTEE	<p>We would request to agree on the detailed conditions related to PG at the contracting stage such as</p> <p>a. Its invocation in certain cases only after providing the notice to the bidder</p> <p>return of the same</p> <p>When this guarantee will be returned?</p> <p>What recourse the bidder will have in case the failure is not solely attributable to the bidder?</p>	Please be guided as per RFP.
85	29	NOT ACCEPTANCE/ NON EXECUTION OF ORDER	The bidder is not agreeable to this clause.	Please be guided as per RFP.
86	29	ACCEPTANCE TEST	<p>We would like to suggest to agree on the detailed clause at the contracting stage containing the following:</p> <p>What will the acceptance test procedure?</p> <p>What will be the period of the same?</p> <p>Will any expenses be reimbursed by the bank?</p> <p>What arrangements for the executive at the site will</p>	Please be guided as per RFP.

			be made by the Bank?	
87	29	PAYMENT	<p>We would like to suggest some modification to this clause at contracting stage such as:</p> <p>a.Prices to be exclusive of all the taxes and levies</p> <p>interest of 18% pa on delayed payment</p> <p>payment in 15days of date of invoice</p> <p>d.No downward change in the price</p> <p>suspension of services/ termination of agreement in case of delay in payment</p> <p>How the bidder can convey the modifications to these clauses?</p>	Please be guided as per RFP.
88	30	ANNUAL MAINTENANCE CONTRACT (AMC)/ANNUAL TECHNICAL SUPPORT (ATS)	<p>Are there any standard SLAs?</p> <p>Will the additions made through customizations be considered in the subsequent AMC period?</p> <p>Will there be any cost escalation allowed in the AMC?</p>	Please be guided as per RFP.
89	30	UPGRADES AND UPDATES	<p>We will be happy to provide the version upgrades. However, these may be chargeable.</p> <p>Some of these may have the cost implication. How the Bank will pay for these components?</p>	Please be guided as per RFP.
90	31	PENALTIES	<p>We would suggest following changes to be agreed at the contracting stage:</p> <p>a. Penalties to be applicable only in cases of reasons solely attributable to the bidder</p> <p>b. Lesser amount for per incident</p> <p>c. Cap on overall penalty under this clause which can be 2% of the fees in respect of the activity to be completed/delayed.</p> <p>Further help us to understand the following: What are the types of the losses covered under data breaches? Please elaborate with examples. What can be the capping limit on overall penalty under this clause which can be agreed by the Bank?</p>	Please be guided as per RFP.
91	32	PENALTIES DUE TO ABSENCE OF ENGINEER	Comment same as above	Please be guided as per RFP.
92	32	TAXES	<p>In line with the foregoing comments we would suggest that the prices are exclusives of the taxes and levies.</p> <p>Which taxes are proposed to be included in the</p>	Please be guided as per RFP.

			pricing?	
93	32	CANCELLATION OF PURCHASE ORDER	In line with the foregoing comments we would request to grant the extension in this period upon request from the bidder.	Please be guided as per RFP.
94	33	Indemnification	We would like to suggest few standard changes at the contracting such as : a. No acceptance of the claim by the client providing full control of the defense/reply to claim to bidder along with requisite assistance higher notice period.	Please be guided as per RFP.
95	34	Confidentiality	We would request to have a mutual confidentiality clause	Please be guided as per RFP.
96	34	TERMINATION OF CONTRACT	We would request to mutually agree upon this clause at the contracting stage containing few aspects such as: a. No termination for convenience termination by the Bank only in case where the failure is solely attributable to the bidder and after providing the cure period termination by the bidder in case of non-receipt of the fees d. Termination by bidder in case of breach of licensing terms by bank/infringement of IPR and cessation/revocation of license granted impact of termination such as return of the information and payment of the accrued fees, etc.?	Please be guided as per RFP.
97	35	PATENT RIGHTS	At the contracting stage, we would request to incorporate our standard clauses relating to IPR and licensing terms which will mainly cover affirmation that the product is owned by the bidder and bidder shall continue to hold the ownership and the licenses to the product are granted to the bank subject to standard licensing terms.	Please be guided as per RFP.
98	35	ASSIGNMENT	We would request that either party not to assign their rights to third parties.	Please be guided as per RFP.
99	36	Implementation/ Onsite Support Services	We would request to avoid broad and subjective terms such as 'to the satisfaction'?	Please be guided as per RFP.
100	36	Use of Contract Documents and Information	We request that the disclosure pursuant to any regulatory requirement need to be enabled.	Please be guided as per RFP.
101	37	Information Security Compliance & Confirmation	If any of the activities mentioned herein have the cost	Please be guided as per

			implication how these costs will be paid by the Bank?	RFP.
102	39	Amount for Annual Technical Support (ATS)	Can ATS be paid annually in advance?	Please be guided as per RFP.
103	39	Liquidated Damages	We would suggest following changes to be agreed at the contracting stage: a.Liquidated damages to be applicable only in cases of reasons solely attributable to the bidder b.Lesser amount for per incident c.Cap on overall penalty under this clause which can be 2% of the fees in respect of the activity to be completed/delayed.	Please be guided as per RFP.
104	40	Termination for Default	We would request to agree on this clause at the time of contracting covering few aspects such as : a.The breach need to be solely attributed to the bidder b.A cure period to be provided to the bidder c.Non-agreement on 34.6	Please be guided as per RFP.
105	42	Arbitration	We would request to change the place of arbitration to Mumbai	Please be guided as per RFP.
106	43	Jurisdiction	We would request to change the place of jurisdiction to Mumbai	Please be guided as per RFP.
107	86	INTEGRITY AGREEMENT	We would request to suggest some minor changes to integrity pact at the contracting stage such as linking the duration with the contract.	Please be guided as per RFP.
108	10	2.13 The bidder will be required to provide Post implementation, Onsite support required during office hours from Monday to Saturday and also during working holidays and whenever as per bank requirements. Duties of onsite engineer includes configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank.	The bidder will provide support Monday to Friday; 9:30 am to 6 pm IST which is a standard practice , please confirm and amend the clause in the RFP For duties of onsite engineer, our document does not specify Configuration Changes, Version Upgrades, DR Switch/Drills.	Please be guided as per RFP.
109	11	2.13 The bidder will be required to provide Post implementation, Onsite support required during office hours from Monday to Saturday and also during working holidays and whenever as per bank requirements. Duties of onsite engineer includes configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank.	For duties of onsite engineer, our document does not specify Configuration Changes, Version Upgrades, DR Switch/Drills.	Please be guided as per RFP.
110	30	The quoted percentage (%) for AMC and ATS would be applicable for proactive support on 24 x 7 x 365 basis. AMC and ATS would cover all components of the offered appliance without any exceptions.	Please elaborate more on "proactive" support. Also, support is not 24 x 7 x 365. Support hours are 9:30 am to 6 pm IST, Monday to Friday. Indian calendar to be	Please be guided as per RFP.

			followed for holidays. Telephonic support is provided beyond that for showstopper issues.																					
111	35	<p>22 PATENT RIGHTS</p> <p>The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.</p> <p><input type="checkbox"/> The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.</p> <p><input type="checkbox"/> The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.</p> <p><input type="checkbox"/> The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p> <p><input type="checkbox"/> The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.</p>	<p>We are OK to provide indemnity against IPR infringement by our proprietary product.</p> <p>Please let us know which are the third party claims apart from IPR infringement for which indemnity is sought. Please elaborate with examples.</p> <p>Can the parties mutually finalize the clause at Please be guided as per RFP.the time of contracting stage?</p>	Please be guided as per RFP.																				
112	31	13 PENALTIES	As per our standard practice, overall penalty should be capped at 5% of license fee of AMC	Please be guided as per RFP.																				
113	-	<p>Hardware sizing -Pls share details as mentioned.</p> <table><tr><th>Volume Details</th><th>Values</th></tr><tr><td>Total Corporates for Xth year</td><td></td></tr><tr><td>No of active corporates for Xth year</td><td></td></tr><tr><td>Total Corporate users for Xth year</td><td></td></tr><tr><td>Total active corporate users for Xth year</td><td></td></tr><tr><td>Total Bank users for Xth year</td><td></td></tr><tr><td>No of concurrent bank users accessing through internet for first year</td><td></td></tr><tr><td>No of concurrent corporate users accessing through internet for first year</td><td></td></tr><tr><td>YOY growth for concurrency for bank Users in percentage</td><td></td></tr><tr><td>YOY growth for concurrency for Corporate Users in percentage</td><td></td></tr></table>	Volume Details	Values	Total Corporates for X th year		No of active corporates for X th year		Total Corporate users for X th year		Total active corporate users for X th year		Total Bank users for X th year		No of concurrent bank users accessing through internet for first year		No of concurrent corporate users accessing through internet for first year		YOY growth for concurrency for bank Users in percentage		YOY growth for concurrency for Corporate Users in percentage			Please be guided as per RFP.
Volume Details	Values																							
Total Corporates for X th year																								
No of active corporates for X th year																								
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YOY growth for concurrency for bank Users in percentage																								
YOY growth for concurrency for Corporate Users in percentage																								

		Total average transactions per day including Payments / FSCM / Trade / VAM		
		Peak transaction volume		
		Payment Bulk & Single		
		H2H		
		Virtual Accounts		
		FSCM		
		YOY growth for transaction volume in percentage		
		Per bulk file upload		
		Max size of bulk file upload		
		Total Virtual Accounts in single bulk file to be uploaded		
		Total Reports download per day and peak time		
		Max report records count in single report download		
		DR to be on active – active mode ?		
		Is separate Reporting Server to be required		
		Max invoices for matching process in peak time		
114	3	Last date and time for submission of technical supporting documents (Hard Copy)	In times of covid, most of the banks are avoiding physical submission so can we proceed ahead only with online submission. If physical submission is must, can we just share courier POD details on 5th Jan i.e. submission date on email?	Please be guided as per RFP.
115	19	13.4 In case of Bank Guarantee submitted it should be for a minimum period of 3years with an action/claim period of 30 days.	Validity of the Bid security so normally applicable during the bid process. On one hand, you are mentioning BID validity to be for 1 year and how come bid security to be made valid for 3 years! Please correct if this is an error.	Please be guided as per RFP.
116	3	20,00,000/- (Rupees Twenty Lakh only) by way of BG/PO/DD should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) Guarantee (BG) in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No :0153002200175716 (16 digits) Imprest account : HO Digital Banking Division.	It seems that, there is some selective treatment provided to MSE as it has been exempted for providing EMD in this RFP which was not the case in earlier RFP. Request you to please delete this clause because, this clause can provide selective reduction to the financial cost in case of vendor falling in MSME category and can impact the pricing which is not advised in such Public tenders as a practice. We strongly contest this provision and should be removed.	Please be guided as per RFP.

		<p>*MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank. In case of unsuccessful bidder, EMD will be returned after completion of the bid process (without interest).</p>		
117	14	<p>The bidder should have implemented CMS complete solution Or CMS collections Or CMS Payments during the last 4 years from the bid submission date, in any 1 bank (in public sector / foreign / private bank) in India or branch working in India and the solution should be currently running for at least past 1 year. (Experience</p> <p>Certificates /Purchase Order with Go Live certificates should be submitted in support of the same).</p>	<p>The RFP scope is for both CMS payments & collections along with FSCM, Trade, RMS & FX services.. Hence bank should only consider vendor reference cases where all modules are implemented completely by vendors in such projects . Please delete "OR" from this clause.</p> <p>This suggestion is in favor of the bank to ensure you that right vendors are getting shortlisted with rich experience of executing complete CMS projects and not modular, small scale implementations!</p>	<p>Please be guided as per RFP.</p>
118	23	<p>20.10 Evaluation matrix table is given below</p> <p>Page number 24, EVALUATION MATRIX (Table A) :</p> <p>C.1) Bidder who obtains a minimum of 75 % marks or more (in Functional& Technical requirement as given under Table (A)) will be considered as technically qualified and will be eligible for further evaluation process.</p> <p>C.2) Commercial Bids of only bidders who obtains minimum marks (75% in technical Bid) and stands technically qualified shall be opened in the presence of bidders representatives who choose to attend at the time, on the date, and at the place that will be communicated to them. The bidder's representatives who are present shall sign a register evidencing their attendance.</p> <p>C.3) Average Bidding Amount will be calculated of all eligible bidders. And the bidders whose bidding amount is in range of $\pm 40\%$ of Average amount will be eligible for further below evaluation /calculation. Other bidder will be eliminated for further processing.</p> <p>C.4) Base Price will be fixed by bank and communicated to all eligible bidders (as in point B.3 above) for Reverse Auction. Bank will perform reverse auction of commercial bid between all eligible bidders.</p> <p>C.5) After receiving Commercial Bid from Reverse auction, final marks will be calculated.</p> <p>C.6) Final marks will be calculated as per the calculation given under B.1,</p>	<p>There are 2 different evaluation methods which are mentioned in the RFP. One is with a 70 percent weightage for technical and 30 % weightage for commercial scoring</p> <p>And the other one which contradicts the above says that ;Bidder with Lowest TCO will be declared the successful bidder'</p> <p>Both clauses are contradictory and request the bank to relook at these T&C's mentioned and also clarify how the evaluation and scoring criteria will be followed to choose the final successful bidder.</p>	<p>Please be guided as per RFP.</p>

		B.2 & B.3. C.7) The bidder with the Highest Marks will be declared as successful bidder.		
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BIDDER : INTELLECT DESIGN ARENA LIMITED

S.No	Page No / Point No	RFP Clause	Suggestion / Concern	Bank's Response
1	12/3.1	If the bidder would be using Oracle database , the cost for same should be quoted as Zero in the total Database cost in the Indicative Commercials	Our understanding is that Bank already has agreement / licenses for Oracle and bank will provide Oracle components like Oracle database, oracle diagnostic pack, Oracle RAC & Oracler Weblogic. Please confirm	Bank will provide oracle components like oracle databse, oracle diagnostic pack, Oracle RAC & Oracler Weblogic.
2	12/3.4	The bidder should provide required configuration for hardware sizing with the following indicative volumes of Integrated CMS solution, for Primary (DC) and DR site as per Annexure - S.	Total corporate users across all the modules connecting through Internet.	Please be guided as per RFP.
3			Total Concurrent users across all the modules connecting through Internet.	
4			Total Back Office users across all the modules.	
5			Total Concurrent Back Office users across all the modules.	
6			Total Customers / Accounts	
7			Online (during banks business hours) Payments transactions per day. (This includes the transactions that are orginating from all the channels e.g file upload , Web services)	
8			Total Peak Online (during banks business hours) Payments transactions per day. (During the EOD)	
9			Total Batch Payments transactions per day. (During the EOD)	
10			Number of Trade finance users (Total / concurrent)	
11			Number of Trade finance transactions on a daily basis (Average/ Peak)	
12			Number of Supply Chain finance users (Total / concurrent)	
13			Number of Supply Chain Finance finance transactions on a daily basis (Average/ Peak)	
14			Total Online (during banks business hours) Collections and Recievables transactions per day. (This includes the transactions that are orginating from all the channels e.g file upload , Web services)	
15			Total Batch Collections and Recievables transaction s per day. (During the EOD)	
16			Total Reports that are to be generated on a daily , monthly basis	
17			Year on Year Growth Rate	
18	53/63	D. Master Maintenance - System should be capable of maintaining client wise authorization / escalation matrix.	The proposed offering has maintenance on client wise authorization. Request bank to provide business scenario to understand the expectation from the bank for Escalation Matrix.	System should be capable of maintaining client wise authorization rules and client wise escalation matrix with

				required details.
19	55/90	E. Collections through Cash / Transfer / Cheque / Instruments - System should be capable of validating the transactions. Option should be there at master level to process files/data. And in MIS client name & Unique number should be available to identify the entry.	Request the bank to kindly elaborate on the following - 1. What level of Validation is Expected? Processing Level or Authorization level? 2. What is the business scenario for the Master level option to process files / data?	Validation is required at both level. Master level will be treated as super user.
20	55/91	E. Collections through Cash / Transfer / Cheque / Instruments - The system should support image based cheque clearing through integration with cheque truncation system.	CTS Integration is available, Proposed CMS application will interface with CTS to fetch the CTS Data in predefined format to get the Cheques processed in CMS application. Further, based on realisation status updated at CTS or CBS application, CMS will process the accounting entry for the same. Is this the expectation? Pls confirm on the understanding	Please be guided as per RFP.
21	57/117	I. Authorization Matrix - System should be capable to import the data of banks employee like name, designation, BO, CO, ZO etc from banks system.	Currently CMS application has the capability to define the roles and designation for the Bank Users based on the kind of responsibilities to be performed by the User. Pls advise on the following - 1. Is there a System available in the bank to define the roles and responsibilities of a Bank user ? and 2. Is the expectation on the lines to update the similar Roles and responsibilities while creating Bank users in CMS application?	System should be capable to import the data, upload facility and integration for the same with the banks system.
22	62/183	Q. Payments - MT 101 payment initiation	Is the expectation, as per this line item, to interface with Bank's SWIFT system or CBS to initiate MT 101 payment initiation?	Please be guided as per RFP.
23	63/206	Inventory Management - Inventory should be managed centrally by the bank or assigned to specific branches in case of pre-printed stationary	Is it related to Indend request from Bank to Vendor and the Vendor providing the Indend to Bank. Request bank to evaluate above understanding and provide a Business scenario.	It is related to CMS inventory module.
24	64/229	R. AUTO DEBIT MANDATE- DIRECT DEBIT - System should have the ability to upload scan images of auto debit mandates for client side through dash board with valid user id and passwords.	Currently CMS application has the capability to upload the Scanned images of the paper based Direct debit mandates. What is the business requirement for specifically expecting the auto debit mandates through the scanned images?	System should support upload functionality of scan images of auto debit mandates. Please be guided as per RFP.
25	64/230	R. AUTO DEBIT MANDATE- DIRECT DEBIT - System should have the ability to provide SMS & mail of mandate registration as well as transaction related messages. It should be customizable.	Can the application trigger the alerts using the Bank's SMS or EMail Engine ? Pls clarify	Alert should be triggered through CMS module.
26	65/238	T. Other Requirements - System to support transactions type as follows : a. One to one b. One to many c. Many to one d. Many to many	The proposed application supports both Static and Dynamic Virtual Account Management functionality which has the provision to map Virtual accounts with Actual Account Numbers as below - One Virtual account Financial Part to One Actual Account Many Virtual Accounts Financial Parts to One Actual Account. Many Virtual accounts financial Parts to Many Actual accounts. Requesting Bank's business scenario for One to Many option and	It is related to CMS Collection and payment module.

			also to validate our understanding for above transaction types..	
27	65/245	T. Other Requirements - System should support file upload facility for creation of various masters (new master or migration from old to new master).	Is the Bank's expectation to manage the Master Maintenance through Bulk file upload in CMS application? If so could you elaborate the scenarios for operational efficiency?	Please be guided as per RFP.
28	66/255	U. Financial Supply Chain Management (FSCM) - System should be capable of maintaining Bank/Branch Masters	Application supports maintennce of branches, subsidiaries, entities etc as part of the customer onboarding maintenance. Please confirm if the statement sufficies bank's requirement.	Please be guided as per RFP.
29	66/260	U. Financial Supply Chain Management (FSCM) - System Should support to create a closed user group between anchor customer and their counterparties (supplier and dealer side)	The application enables the Customer (Anchor customer - Either a Seller or Buyer)) and its counterparty (Buyer or Seller) to access the application through the customer portal CBX. The solution supports access (web based) to the Bank users through its Back office Admin & Transaction modules. Please confirm if the statement sufficies bank's requirement.	Please be guided as per RFP.
30	67/270	U. Financial Supply Chain Management (FSCM) - System should be capable of maintaining Bank/Branch Masters	Intellect supports the solution which supports maintennce of branches, subsidiaries, entities etc as part of the customer onboarding maintenance. Please confirm if the statement sufficies bank's requirement.	Please be guided as per RFP.
31	67/274	U. Financial Supply Chain Management (FSCM) - Does your solution support creation of limits to the principal customers?	The solution supports creation of umbrella limit for the anchor party and carving out sub-limits for counterparties. In the umbrella limit the solution facilitates capturing the effective and expiry date of the limit, whether the same is fund based or non-fund based and has provision for assigning adhoc limits. The sublimit can be created at counter party, relationship (T&C between Supplier & Buyer) or product level, giving the bank the flexibility to manage such limits as per its internal policies. 1) Product Level - This is where the overall product limit is capped. 2) Counter Party Level - This is where overall exposure is capped for counter parties. (Vendor, dealer or distributor) 3) Relationship (T&C between Supplier & Buyer) - This is where the overall exposure is capped for customer and counter party relationship (T&C between Supplier & Buyer). The sublimit has an in-built validation where the cumulative total does not exceed the umbrella limit. The sublimit section also captures the effective and expiry date and has a provision for assigning adhoc limit. Please confirm if the statement sufficies bank's requirement.	Please be guided as per RFP.
32	67/278	U. Financial Supply Chain Management (FSCM) - Does your solution support capturing of Working Capital financing	The solution support maintenance of benchmark rates. The Benchmark rates will be fetched from bank's core banking system. Upon disbursement, the system will apply the Benchmark rate + or -	Please be guided as per RFP.

		rate of the supplier and dealer customers?	spread for the specific customer as per the Benchmark effective date. Please confirm if the statement suffices bank's requirement.	
33	67/282	U. Financial Supply Chain Management (FSCM) - Solution provides various stages of work flow with an option to configure required work flows.	The application provides flexibility to define various workflow rules and assign the workflow to customers . Workflow such as Initiation, Verification, Authorisation, Send to Bank (Release) can be defined as part of the administrative module of the application'. The back office application can provide flexibility to define the workflow of the finance through its maintenance section. Please confirm if the statement suffices bank's requirement.	Please be guided as per RFP.
34	68/300	U. Financial Supply Chain Management (FSCM) - System Should support to create products	The solution is quite comprehensive across supplier-centric (Dealer Finance and Receivable Finance) and buyer-centric (Payable Finance, Vendor Finance, Purchase Order Finance) financing that helps in rolling out rapid solution that achieves business efficiencies through digitization and automation. With specific focus on business dynamics & agility, the platform renders itself quite flexible for managing the business complexities with ease. 1. Please confirm if the statement suffices bank's requirement. 2. Please elaborate the specific products that the bank requires to be created as part of this offering.	Please be guided as per RFP.
35	12/3.4	Volume of Transaction per day and Concurrent users	Kindly provide the split for product-wise transactions per day and count of concurrent users as well	Please be guided as per RFP.
36	15/5.1	Project Plan and Schedule - Completion in 16 weeks	The duration of 16 weeks is too short and will not be able to cover the entire life cycle of the implementation - like Interface Build & handshaking, Product walk through - Identify, feasibility and Quantify the customisations, Branding, Hardware availability, UAT execution Run plan, Business scenarios validation for UAT etc.... Can we please look into revisiting Duration of project milestones after product walk through (Requirement study) phase to agree mutually upon the same?	Please be guided as per RFP.
37	30/12	12 UPGRADES AND UPDATES: The bidder shall be required to provide all future updates and upgrades for the proposed software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time.	Under the Maintenance Agreement, fixes/patches and technical updates for the application are provided without any additional cost. Technical Updates may include a) Fixes/patches for known issues (unearthed by Intellect) b) Fixes/patches for issues (highlighted by PNB or other customers) c) Any patch from the technical manufacturer, example patches from Oracle, web logic, web sphere or any third party software used in application.	Please be guided as per RFP.

			<p>In case of any technical upgrade like from Oracle 10g to Oracle 11g, Weblogic 10.0 to next version / Websphere 6.2 to next version and any changes required to move from JDK 1.5 to JDK 1.6 etc the implementation charges shall be applicable and will be charged to the bank.</p> <p>The application version upgrades are separate and chargeable. Under the maintenance agreement, Intellect supports up-to the 2 last versions (X & X-1) released by Intellect unless otherwise mutually agreed.</p> <p>All installation services / testing support, if required, is provided on Time & Material basis.</p> <p>Request you to kindly amend the clause to reflect the same</p>	
38	39/33	Liquidated Damages	Request bank to suitably amend the clause to include the LD would be applicable if the delay is "solely attributable" to the bidder.	Please be guided as per RFP.
39	34/19.4	The selected bidder shall indemnify the Bank and keep indemnified the Bank for any loss or damage, cost or consequences that the Bank may sustain, suffer or incur on account of violation of any Intellectual Property Rights including patent, trademarks, etc. by the bidder. The bidder shall always remain liable to the Bank for any Losses suffered by the Bank due to any technical error or negligence or fault on the part of the bidder. The bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in the RFP/ Documents.	<p>Bidder agrees to indemnify the Bank against any third party losses / claims / damages caused by the third party due to IP infringement, non compliance of applicable law.</p> <p>For other T&C, the damages is covered under the liquidated damages and limitation of liability to be mutually agreed by the parties. Request you to kindly amend the clause accordingly</p>	Please be guided as per RFP.
40	35/21	<p>TERMINATION OF CONTRACT</p> <p>Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.</p>	It is proposed that the termination right may be availed by the bank for the reasons that are not cured within 60 days (from the date of notice by the bank) by the bidder. Request you to please amend the clause to reflect the same.	Please be guided as per RFP.
41	35/21	<p>TERMINATION OF CONTRACT</p> <p>In case of termination of contract for the reasons that the services of vendor are not found satisfactory", the Bank shall be free to Blacklist the vendor thereby</p>	Termination of contract should be after providing necessary curing period to take a corrective action. Kindly include the cure period and suitably amend the clause.	Please be guided as per RFP.

		debarring them from participating in future Bids/Tender processes		
42	11/2.16	Providing comprehensive documentation of the application including the application architecture, description of the interfaces, the data model, database table structure, data flow diagrams, complete description of the data elements (metadata), user manual and any such requirements of the bank	Bidder will provide the application architecture, description of the interfaces, user manuals to the bank except any other data which forms part of bidder's IP. Request bank to kindly amend the clause to reflect the same.	Please be guided as per RFP.
43	11/2.26	<p>Bidder shall provide Bank with requisite MIS and Reports as per the formats prescribed by the 3rd party auditors, Regulatory bodies, Govt. Etc.</p> <p>Data privacy - Vendor to ensure strict adherence to data privacy as per applicable laws and regulations. Bank may require confirmation from vendor of the same from time to time and should be allowed to perform an audit for the same.</p> <p>Data Security - Vendor to implement all the practices and systems required for data security of PNB clients. In case of a breach vendor to be responsible and Bank need to be indemnified.</p> <p>The bidder must provide the technology upgrade to the Bank from time to time and certify that the technology or platform or solution being deployed is up to date.</p>	<p>Bidder will deliver standard reports, as prescribed in the proposal document. Future regulatory reports will follow as per bidder's road map, any additional requirements will undergo the change request process.</p> <p>The proposed solution will be undergoing security tests.</p> <p>Bidder will ensure data security of the proposed solution is tested from security aspect before its deployed in banks' premise, However Bank will have to ensure the data security of their environment.</p> <p>Kindly confirm on the above understanding.</p>	Please be guided as per RFP.
44	12/3.1	<p>3.1 If the bidder would be using Oracle database, the cost for same should be quoted as Zero in the total Database cost in the Indicative Commercial bid, as Bank would provide Oracle database license for deployment of solution database. However the specification of oracle database should be mention by the bidder under Annexure S. In case of any other database, the cost should be quoted in the indicative commercial bid. However, the bidder will have to configure and maintain the Database and Software during the</p>	<p>Since the bank will be using/procuring their own Oracle licenses, the bank will be responsible for configuring and maintaining the same licenses and bidder shall have no role in the same. Else it is suggested to procure the licenses through the bidder in order to have complete accountability. Kindly understand the critical nature of this requirement and request bank to amend the clause suitably.</p>	Please be guided as per RFP.

		contract period. The bidder should also ensure purging of database on regular basis.		
45	15/5.2	Bidder should coordinate with the hardware vendor / Bank for installation of proposed solution and other necessary software	Since the complete hardware is out of scope of this RFP, request the bank to own the activity of following up with the hardware vendor for installation of their components. Request to please suitably amend the clause.	Please be guided as per RFP.
46	15/5.3	Bidder should complete the requirement study and submit detailed system requirement specification document within 1 week of placing of the order	<p>We strongly believes that a solution implementation is more than just a delivery of a shrink-wrapped product and more often than not it involves catering to the specific needs of the bank vis a vis Configuration, Processes, Exceptions, Interfaces etc., the flexibility to accommodate these special requirements decides the future success of the implementation.</p> <p>We have been evolving our implementation methodology with the help of past experiences to achieve the highest degree of customer satisfaction. Our implementation methodology is designed to smooth the implementation and change process; it is meticulous in detail, outlines the deliverables at each stage, minimizes risk, keeps things transparent and has been designed to complete the implementation on time.</p> <p>Basis our extensive experience in successfully implementing our solution with multiple large banks of similar size of that of PNB, we believe we require more than 1 week, please refer to our time line for specific duration.</p>	Please be guided as per RFP.
47	30/11	The Bank will enter into an all-inclusive Annual Maintenance Contract (AMC) with the selected bidder after the expiry of respective warranty period for the hardware item and software systems.	Bidder will provide AMC for all the Bill of materials supplied by them and will not be responsible for any hardware or system software procured by the bank. Request bank to kindly note the same and exclude the words "hardware item" and "system software"	Please be guided as per RFP.
48	30/11	The quoted percentage (%) for AMC and ATS would be applicable for proactive support on 24 x 7 x 365 basis. AMC and ATS would cover all components of the offered appliance without any exceptions.	Bidder provides an L3 (AMC) support help desk during business hours and will be providing on-call support during Non-Business hours / Holiday. We highly suggest Bank to arrange for L1 & L2 support for the Bank's end customers. Kindly confirm on the same	Please be guided as per RFP.
49	31/13.1	Penalties - Actual amount of loss incurred by Client/Corporate and the Bank will be made good by the Bidder. Any penalty by any agency would have to be made good by the Bidder. Cost of potential or actual exposure taken by the Bank for data breach would be recovered from the Bidder. Bank would be free to terminate	Bidder's application is tested for vulnerability as well as security aspects. Any data breach that occurs at the end customers perspective has to be managed by the bank as the application is hosted at the banks' environment. Kindly amend the clause for the same.	Please be guided as per RFP.

		the contract, blacklist the Bidder with various agencies or initiate other actions as deemed appropriate		
50	31/13	Entire Penalties section	The RFP requirement is “the aggregate liability under the contract shall be limited to a maximum of the contract value”. However, for various PSU Banks, it is limited to “ fees received by bidder for each transaction for the Licensed Software and for the Implementation Services and for the Maintenance Fees paid in the year in which the loss or damage arose”. Kindly amend the clause	Please be guided as per RFP.
51	32/13.3	<p>13.3 PENALTIES DUE TO ABSENCE OF ENGINEER</p> <p>During the Implementation period and 1 year post implementation- In the absence of the OTS (either bidder’s resource or OEM’s resource), suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of the implementation cost, for each day, up to a maximum of 10%.</p> <p>If the Bank avails Onsite Technical support-The Bidder has to deploy resource within 15 days from the date of PO, failing which penalty @ 2% of monthly OTS cost for each day, (no maximum Limit) would be deducted from any future payment due. In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @2% of the OTS Cost, for each day (no maximum limit).</p>	<p>During Implementation bidder would ensure that any resources deputed at onsite post contract signoff would follow the bank's holiday calendar, In case of any resource not being available, any pending tasks shall be taken up by bidder and hence doesn’t attract any penalty.</p> <p>Onsite Technical support personnel will be deputed at start of support post Go-live. Bidder proposes in case of absence of any resource, the matter will be discussed with the steering committee and appropriate action will be taken.</p>	Please be guided as per RFP.
52	42/38.4	Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, and pilot implementation should be included by the Successful bidder as Implementation efforts. The Bank will not pay the successful bidder any additional charges for all such customizations. The successful bidder shall take up all such functionality	Any item identified as customisation in RFP line items responded by Intellect, shall be provided to the bank without any additional charges. Further any item required by bank outside the scope of RFP will be taken through Change Request process and shall be charged to the bank. Kindly clarify	Please be guided as per RFP.

		as required by the Bank on a priority basis		
53	22/20.2	Those bidders satisfying the eligibility criteria and in unconditional acceptance of terms and conditions of this document shall be short-listed for further evaluation	We request the bank that the T&C of the RFP, should be negotiated and agreed mutually	Please be guided as per RFP.
54	25/22	In case of merger of any other entity with our bank, the terms and conditions as per this RFP will remain valid till the contract period of 5 years or extended period as may be applicable	In the event of a merger of any entity with the Bank post the execution of contract, then the Parties shall negotiate in good faith regarding the terms and conditions. Kindly confirm	Please be guided as per RFP.
55	28/3	The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank	We request the bank that the T&C of the RFP, should be negotiated and agreed mutually. We would like to highlight that many T&Cs are not as per standard practice, are extremely stringent and thereby limit the capability of bidders to participate. Hence, request bank to consider this request.	Please be guided as per RFP.
56	76, Annexure F	ATS for software per year (range Minimum 10%- Maximum 20% of Sr.No.2) - Imp cost	ATS, as a standard practice is charge on the license and customization and not on the implementation cost. It is recommended to kindly change the clause to - "ATS for software per year (range Minimum 10%- Maximum 20% of Sr.No.1) - Total Software Cost "	Please be guided as per RFP.
57	76, Annexure F	Onsite Technical Support (OTS) Cost of L2 resource (per year charges post one year after Sign OFF)	Pls confirm on the following - 1. The number "4" in column multiplication factor stands for the No. of Years or No. of resources ? 2. In case more than 1 onsite resource is required as envisaged by the bidder, how can the bidder quote for the same.	Please be guided as per RFP.
58	29/10	Payment	The said payment terms are extremely stringent and restrictive and does not allow viability towards the success of project. Hence, as a standard practice, request bank to kindly amend the clause to incorporate the following terms - License Cost - 50% - On Issue of PO 50% - Within 30 days of placing the PO Implementation Cost - 01) On Completion of SRS Study - 30% 02) On UAT Deployment - 30% 03) On UAT Sign off = 30% 04) On Successful Go –Live - 10% Payment of AMC and ATS will be released on quarterly basis in advance	Please be guided as per RFP.
59	3	Bid Submission Date	There are multiple challenges in order to meet to the date such as -	Pls see Corrigendum point no 1.

			<p>1. Extensive scope of the required functionality</p> <p>2. Multiple holidays falling in last week of December due to Christmas and New year.</p> <p>3. Lack of response to prebid queries which form a basis for bid preparation.</p> <p>Hence, in light of the same, request bank to kindly provide additional 3.5 weeks i.e 29th Jan to be the submission date.</p>	
60	10/2.13	<p>The bidder will be required to provide Post implementation, Onsite support required during office hours from Monday to Saturday and also during working holidays and whenever as per bank requirements. Duties of onsite engineer includes configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank.</p>	<p>Duties of Onsite Engineer shall include only the following -</p> <p>Level 2 Production application support tasks which will include the following activities for issues identified in bidder's application</p> <ul style="list-style-type: none"> • Issue analysis and Workarounds for all issues • Production issue impact analysis • Provide data patches / temporary resolution • Coordination with Customer L1 Support teams • Coordination with bidder's AMC teams (Level 3 Support) • Bidder's AMC team will provide support during UAT for any issues reported. Any defect fixes during UAT will be addressed by bidder • Resolution of User Queries • Joint application monitoring for known issues or fixes delivered on a case to case basis based on advice by Customer Manager within the above mentioned working hours only • On the job, knowledge sharing of technical trouble-shooting aspects of application <p>Everything else will be out of scope with regards to duties of onsite support. Kindly amend the clause to reflect the same.</p>	Please be guided as per RFP.
61	10/2.14	<p>Training to the Bank's project team and the user team will be provided by vendor before the start of implementation of the solution or as per banks requirement. Training must cover both classroom and hands on sessions. Necessary training material and documents must be provided to the participants. PNB officials will also visit at bidders Head Quarter for the training.</p> <p>In addition to that, mandatory training twice in the first year of Contract (at a minimum gap of 6 months), with complete knowledge transfer for handling the application or regarding any new feature/update etc, at no extra cost to the Bank. The training shall cover functional, operational and reporting aspects of the entire solution along with product</p>	<p>Bidder shall deploy training as per bidder's plan of action i.e train the trainer concept. This trainer will be responsible for further training within the bank and so on. Any extra training shall be charged to the bank separately. Kindly confirm on the understanding.</p>	Please be guided as per RFP.

		architecture		
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BIDDER : FIS PAYMENT SOLUTIONS & SERVICES INDIA PVT LTD

S.No	Page No / Point No	RFP Clause	Suggestion / Concern	Bank's Response
1	Page No. 9 / Point No. 2.5	System should be capable of seamless integration with Core Banking Solution (Infosys - Finacle X) for posting accounting entries and MIS. The system should also be capable of being integrated with all the existing collection systems/gateways of RBI, IDRBT, NPCI and Bank's internal / reporting systems like MIS, and Data warehouse. It should also support future enhancements/upgradations with any of the interconnected systems and CBS (FINACLE X) and any regulatory bodies.	Do we need to integrate with the Bank's existing Payment systems/middleware or directly with RBI SFMS, IDRBT, NPCI Gateways. Can bank provide the list of internal systems that need to be integrated as part of the scope other than CBS, SMS & Email Alerts.	CMS system should be integrate with CBS and other touch points.
2	Page No. 12 / Point No. 2.28	Bidder will be responsible for server, storage and network sizing for the proposed Solution for Bank. The sizing needs to be done based on Bank's requirements, optimized power usage and scalability. The bidder should provide the detail of Hardware required, peripherals, server types, configuration, storage space and any other information.	it is the bidder's understanding that the bidder has to only provide the sizing. E.g. bidder will provide only information of # of servers required role wise (web/app/db) and the configuration of each server with cores/RAM/disk space/OS/middleware. The Physical hardware and all peripherals will be arranged by the bank based on the sizing. please confirm bidder's understanding is correct.	Bidders should provide the sizing as per the given annexure in RFP.
3	Page No. 12 / Point No. 3.2	Hardware supplies/ OS licenses / Oracle DB licenses are not in the scope of this RFP.	Kindly confirm that the Bank will procure all the requisite hardware, OS, DB etc. for the application to run smoothly and the Bidder just need to provide the appropriate hardware sizing for it	Please be guided as per RFP.
4	Page No. 12 / Point No. 3.4	The bidder should provide required configuration for hardware sizing with the following indicative volumes of Integrated CMS solution, for Primary (DC) and DR site as per Annexure - S. 1st Year - 500000 transactions per day 2nd Year - 800000 transactions per day 3rd Year - 1200000 transactions per day	Please provide Volume details for hardware sizing required for ICMS Solution & Corporate Portal 1. Total number of corporates and YoY growth projection for 5 years 2. Max number of batch transactions allowed for bulk file based payments 3. No. of Bulk file upload and Size of Bulk file 4. Daily Maximum count of batch files	Please be guided as per RFP.

			<p>processed</p> <p>5. Maximum number of transactions per file allowed</p> <p>6. If Mandate images need to be store in CMS hub or in central DMS</p>	
5	Page No. 12 / Point No. 3.5	<p>The bidder should provide required configuration for hardware sizing with the following indicative volumes of Integrated CMS solution, for Primary (DC) and DR site as per Annexure - S.</p> <p>1st Year - 500000 transactions per day</p> <p>2nd Year - 800000 transactions per day</p> <p>3rd Year - 1200000 transactions per day</p>	<p>The contract period of 5 years whereas the Bank has provided transaction volumes for 3 years. Kindly clarify if the hardware sizing is to be provided considering only 3 years volumes.</p>	<p>Please be guided as per RFP.</p>
6	Page No. 13 / Point No. 3.5	<p>The expected active users are approximately 8000 to 10000 with concurrent user base of 4000.</p>	<p>We understand that this count is provided for the Corporate users login and portal. Kindly clarify the same.</p> <p>Also, please provide the No of active bank user login to the solution platform with concurrent user base</p>	<p>Count is provided for CMS Portal.</p>
7	Page No. 13 / Point No. 3.7	<p>The quantity of the hardware components should be as per the solution proposed by the successful bidder. The following considerations need to be taken for sizing:</p> <p>1) The hardware is to be configured in HA mode (high availability) at both DC and DR along with a UAT setup at DC. Therefore the bidder should propose the hardware for total 5 setup.</p>	<p>please clarify meaning of "total 5 setup"</p>	<p>The bidder will be required to implement all environments for the solution i.e. UAT, Production- DC, Standby / DR for total 3 setup.</p>
8	Page No. 13 / Point No. 3.7	<p>The proposed hardware sizing must include Application server(s)(at both DC and DR) , Database server(s) (at both DC and DR) , Web server(s) –(at both DC and DR) , Server(s) for development and testing environment (only at DC) , SAN storage volume at both DC & DR , Any other hardware component required as part of the solution.</p> <p>The sizing needs to be done based on Bank's requirements, optimized power usage and scalability.</p>	<p>it is the bidder's understanding that the bidder has to only provide the sizing. E.g. bidder will provide on information of # of servers required role wise (web/app/db) and configuration of each server with cores/RAM/disk space/OS/middleware. The Physical hardware and all peripherals will be arrange by the bank based on the sizing. please confirm bidder's understanding is correct.</p>	<p>Please be guided as per RFP.</p>
9	Page No. 38 / Point No. 30	<p>➤ The bidder shall scope for Production, DR & UAT environment which shall be installed in Bank's DR & DC environments along with requisite manpower & defined processes for upkeep, maintenance & performance monitoring.</p> <p>➤ The application shall be installed at Bank's DC & DR environment.</p>	<p>What is the latency between Primary and DR data centres. Hardware implementation will be banks infra vendor. Provide the location of DC /DR . Bidder is only responsible for Application management and infra management will be the banks responsibility pls clarify.</p>	<p>Please be guided as per RFP.</p>
10	Page No. 50 /	Account Statement Viewing - (current/savings/time	This is the function available as part of	It is related to CMS clients through

	Point No. 10	deposits/loan)	corporate Internet Banking (CIB) Is bank looking for the same functionality to be provided as part of CMS portal or replacing existing CIB or looking for single sign-on integration of CMS portal with banks existing CIB portal	CMS portal only.
11	Page No. 50 / Point No. 11	User should be able to drilldown to transaction details of the accounts from account summary.	Account Summary is a feature of CIB (corporate internet banking)Is the bank looking for same functionality to be provided as part of CMS portal or replacing existing CIB or looking for single signon integration of CMS portal with banks existing CIB portal	It is related to CMS clients through CMS portal only.
12	Page No. 50 / Point No. 14	Allow user to export the account statement in standard formats like Excel, PDF.	This is a standard feature available as part of CIB (corporate internet banking)Is bank looking for replacing existing CIB portal and same functionality to be provided as part of New CMS portal or looking for single sign-on integration of new CMS portal with banks existing CIB portal	It is related to CMS clients through CMS portal only.
13	Page No. 50 / Point No. 16	Does the portal provide real time reporting - balance and transactions?	Real time account balance & transaction statement is a feature of CIB (corporate internet banking)Is bank looking for replacing existing CIB portal and same functionality to be provided as part of CMS portal or looking for single sign-on integration of new CMS portal with banks existing CIB portal	It is related to CMS clients through CMS portal only.
14	Page No. 50 / Point No. 17	The system should support Account Aggregation – One View Account Summary for the Corporate to view all accounts (Both internal & external accounts)and its summary at single click.	feature of CIB (corporate internet banking)Is bank looking for same functionality to be provided as part of CMS portal or replacing existing CIB or looking for single sign-on integration of CMS portal with banks existing CIB portal	It is related to CMS clients through CMS portal only.
15	Page No. 50 / Point No. 18	The customers should be able to view their account details (CASA, CC/OD, loans, deposits, credit card, etc.) and should be able to generate account statements / download data online in different formats (including MT940)	This is standard feature available as part of CIB (corporate internet banking)Is bank looking for replacing existing CIB portal and same functionality to be provided as part of New CMS portal or looking for single signon integration of new CMS portal with banks existing CIB portal	It is related to CMS clients through CMS portal only.
16	Page No. 50 / Point No. 19	Users should be able to initiate deposit request (Term deposit/recurring deposit) over the portal	This is standard feature available as part of CIB (corporate internet banking)Is bank looking for replacing existing CIB portal and	It is related to CMS clients through CMS portal only.

			same functionality to be provided as part of New CMS portal or looking for single signon integration of new CMS portal with banks existing CIB portal	
17	Page No. 50 / Point No. 26	In addition to the application login id/ password, system to support additional secondary authentication through - Soft token authentication and Hard token authentication.	Please clarify . Application will integrate with banks token based authentication service and providing token authentication services or providing soft/hard token is not part of scope for this RFP	Please be guided as per RFP
18	Page No. 51 / Point No. 35	System should support authentication through Tokens /Soft Token, OTP, Digital Certificates, IP Address & Mobile Application.	Please clarify scope is only providing interface with mentioned security method or applications available within bank. Providing tokens, digital certificates, mobile application is not part of scope.	System should support all types of authentications as mentioned in RFP.
19	Page No. 51 / Point No. 37	It should support data entry / upload of files in various industry specific standard formats like XML, EXCEL, DOC(x), TXT, CSV, DAT centrally or from customers/banks location for Collections with due authentication and encryption.	Doc file is not the preferred option for corporate payment data upload, let us know the use cases and whether support for Doc need to consider.	Please be guided as per RFP.
20	Page No. 51 / Point No. 38	It should be capable of logistics control and tracking of courier. It should have a facility to record details like bill no, name of courier/delivery mode, POD details etc in the database for future query.	This is not a standard feature part of corporate cash management /payment . Please clarify the requirement and use cases.	It should be the part of CMS portal.
21	Page No. 52 / Point No. 59	System should have the feature of capturing the details of the person/s collecting amount in form of DD/Cheque/cash/instrument, Day basis arrangements like day 0, day 1, day 2 and provide necessary vouchers, transaction details accordingly.	Need more details is it part of cash and cheque collection if so what is Day basic arrangements. Do bank need to also capture the slip /vouchers	Day basic arrangement is the mandatory required and one of the essential feature of CMS.
22	Page No. 54 / Point No. 72	System should support collection through e- payment, paper payment and based on type of transaction, separate & consolidate transaction files and MIS should be created in relevant formats as required by client.	Need more clarity	Please be guided as per RFP.
23	Page No. 54 / Point No. 73	System should support inward NEFT/RTGS collections on virtual account basis with auto mailer facility.	What will be integration touch point to receive inward RTGS/NEFT payments . Will it be directly from SFMS or middleware	It is an collection through inward neft/rtgs via virtual code.
24	Page No. 55 / Point No. 89	There shall be provision for maintaining client-wise data (UNIQUE NUMBER) for RTGS / NEFT /Mandate Number etc for data validation prior to processing the transactions. Data Validation is to be done for single or multiple criteria like amount, CBS account number or combination of them against data maintained for each client. Provision shall be there to update/modify/delete the data through upload	Where the corporate customer mandate data will be maintained? Is the system required to integrate with central mandate depository system ? Whether corporates mandates need to be migrated into CMS or interface with existing mandate management system is expected.	Please be guided as per RFP.

		process or manually.		
25	Page No. 57 / Point No. 113	Remote authorization should be available for multiple levels of users on the web portal. It should be available via internet in various modes like desktop/internet etc through secure mechanism.	What is expected as remote Authorisation? User can login to web portal and authorise any transaction based on access right	Please be guided as per RFP.
26	Page No. 57 / Point No. 114	Instrument level as well as batch/file level authorization should be available. (Batch/file level authorization should have capability to compute and show through pop-up box, no. of records and amount before authorization with option to proceed or reject). If there are two levels of authorization; one authorizer should be able to do individual authorizations and the other must be able to do it at a file level/individual level.	what is max. number of transactions allowed per batch/file.	Please be guided as per RFP.
27	Page No. 57 / Point No. 119	System should be able to collect the balances of the clients from Core Banking on real time basis through seamless integration with FINACLE X and provide alerts to the customer/bank regarding the availability of funds for carrying out their instructions for transfer of funds.	At what frequency balance to be collected from CBS and alerted to client. Is bank expecting SMS/EMail Alerting	Please be guided as per RFP.
28	Page No. 58 / Point No. 125	System should support E-mail and SMS alerts for Exceptions.	This is purely SMS Alerting feature for non payment related alerting. Is bank looking for customisation this on payment hub as its not core function of HUB . bulk SMS alerting application generally handle this . Need clarity	It should be the feature of CMS Portal.
29	Page No. 59 / Point No. 137	System should be highly parameterized to support the bank's policy requirements and statutory policy requirements e.g. Future changes proposed by the monetary authority about timings of process, limit of process, normalization etc	Please clarify that bank will provide requirements of its policies which would be discussed and agreed for implementation.	Please be guided as per RFP.
30	Page No. 60 / Point No. 149	System should be capable of calculating Interest under post funding as per Bank norms which should be parameterisable	Need more clarity . As interest calculation is part of core banking application functionality.	System should support calculation through charge module of CMS.
31	Page No. 60 / Point No. 158	System should provide module for clients for different types of payment like Fund transfer, NEFT & RTGS.	Please clarify the scope is only limited to RTGS , NEFT & onus Fund transfer . Support for NACH is not in scope ?	Please be guided as per RFP.
32	Page No. 61 / Point No. 173	System should be capable of giving the details of cheque printing to the core system via SFTP, web services /API based etc	Assumption is to provide Cheque printing file in required format to be provided to branches and client to print it at offline at their end . No direct integration with cheque printer is expected.	
33	Page No. 61 / Point No. 174	System should be capable of printing cheques onsite at bank as well as offsite at the customer locations.		Please be guided as per RFP.

34	Page No. 63 / Point No. 195	System should support Advice Printing	Could you elaborate requirement around it?	Please be guided as per RFP.
35	Page No. 63 / Point No. 206	Inventory should be managed centrally by the bank or assigned to specific branches in case of pre-printed stationary	Will it be integrated with existing cheque inventory management system or Bank expect separate cheque inventory management as part of solution	Please be guided as per RFP.
36	Page No. 63 / Point No. 207, 208	Ability to allocate stationaries to corporates for printing at corporate site Corporate inventory management.	What kind of inventory mangement is expected	Please be guided as per RFP.
37	Page No. 63 / Point No. 207, 208	Ability to allocate stationaries to corporates for printing at corporate site Corporate inventory management.	It is going to interface with any of the bank system ?	Please be guided as per RFP.
38	Page No. 64 / Point No. 220	Provision for acting as a Sponsor Bank for registering Direct Debit Authorization Forms/ Mandates for customers and processing transactions based on the registered mandates.	Please confirm the scope is only limited to Direct debit (on us) mandate .	Please be guided as per RFP.
39	Page No. 64 / Point No. 232	Virtual code can define as Dynamic or Static as per corporate requirement for inward NEFT/RTGS collections.	Please clarify on dynamic virtual codes requirement	Please be guided as per RFP.
40	Page No. 64 / Point No. 219	Support for Payment of Utility Bills.	Need more clarity on the requirement. Support for payment of which kind of utility bills is expected?	Please be guided as per RFP.
41	Page No. 66 / Point No. 253	System should provide users with a dashboard to track pending items?	Is this module is expected to interface any CBS, loan origination system or any other module ?	Please be guided as per RFP.
42	Page No. 67 / Point No. 273	Does your solution support complex limit structure for Supply Chain product? Please explain all the structure that being supported by the solution	Payment hub can integrated with existing Supply chain for Payment processing & accounting in real time. But would like to know full scope for effort estimation if this need to consider as day 1 integration . Or is it asked from capability perspective?	Please be guided as per RFP.
43	Page No. 70 / Point No. 325	Does the system provide a document life cycle report to track all the stages of document right from entry into the system upto recovery or NPA?	All documents are expected to maintain with proposed solution or in centralised DMS system	Please be guided as per RFP.
44	Page No. 70 / Point No. 333	Trade Finance Management	Is this module is expected to interface any CBS, Trade or any other module ?	Please be guided as per RFP.
45	Page No. 70 / Point No. 337	The system should support Manual initiation of Letter of credit (LC) request from the corporate front end	Please clarify that bank is only looking for LC message routing through Payment hub by integrating with current LC/BC management system. need clarity on end to end scope	Please be guided as per RFP.
46	Page No. 70 / Point No. 338	The system should be capable of Request Letter of credit(LC) initiation using template	Please clarify that bank is only looking for LC message routing through Payment hub by integrating with current LC/BC management system. need clarity on end to end scope	Please be guided as per RFP.

47	Page No. 70 / Point No. 339	The system should provide the corporate with flexibility to Initiate LC request through file upload	Please clarify that bank is only looking for LC message routing through Payment hub by integrating with current LC/BC management system. need clarity on end to end scope	Please be guided as per RFP.
48	Page No. 70 / Point No. 340	The corporate should be able to request for LC amendment	Please clarify that bank is only looking for LC message routing through Payment hub by integrating with current LC/BC management system. need clarity on end to end scope	Please be guided as per RFP.
49	Page No. 71 / Point No. 365	FOREX SERVICES	Is this module is expected to interface with card management system ?	Please be guided as per RFP.
50	Page No. 11/ Point No. 2.18	2.18 Closure of all VAPT / IS AUDIT observation within time frame stipulated by Bank without any additional cost to the Bank.	Should the Bank require the bidder to observe Bank's policies, then Bank should inform the bidder prior hand of all Bank's IT and IS audit / inspection from security perspective.	Please be guided as per RFP.
51	Page No. 11/ Point No. 2.22	2.22 System should support RBI & other regulatory directives and guidelines pertaining to Payment and IT Security issued time to time. The software application should be complied with OWASP security guidelines.	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties preferably by Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
52	Page No. 38/ Point No. 30	The vendor should submit the certificate to the Bank that their application is developed as per Top 2018 guidelines and is free from bugs or errors.	Kindly provide details/reference for Top 2018 guidelines for bidder's understanding.	Please be guided as per RFP.
53	Page No. 38/ Point No. 30	Vendor shall comply with the Bank's information or cyber security guidelines or any other guidelines issued by Reserve Bank of India.	Should the Bank require the bidder to observe Bank's policies, then Bank should inform the bidder prior hand of all Bank's IT and IS audit / inspection from security perspective.	Please be guided as per RFP.
54	Page No. 38/ Point No. 30	Bank shall reserve the right to audit the vendor application through any third party auditor or by any regulator etc.	Bidder would like to clarify that source code review is not acceptable to the bidder, as it is IP of the bidder or their concerned licensors. If Bank insists, then the parties shall discuss and agree upon a mutually beneficial means to do the same.	Please be guided as per RFP.

55	NA	General Query	It is Bidder's understanding that Bank will allow Bidder to leverage its existing Patch management solution for providing patches of Operating System and Databases by using its existing service provider.	Please be guided as per RFP.
56	NA	General Query	It is the bidder's understanding that any tools / solution required to meet Bank's Information policy including AV, AM, HIPS, DAM, PIM, FIM etc will be provided, managed and maintained by the bank as the solution will be hosted in bank's data centre. The scope for deployment, integration, management, patching & support of any such security tool/solution has been considered out of the scope of this RFP.	Please be guided as per RFP.
57	NA	General Query	It is bidder's understanding that bank will provide Identity & Access Management (IAM) and SSO solution & bidder needs to only support integration with the same.	
58	NA	General Query	It is bidder's understanding that bank will provide LDAP and AD solution & bidder needs to only support integration with the same.	Please be guided as per RFP.
59	Page 85/ Annexure - M	Manufacturer Authorization Form / Letter (MAF)	Request the bank to allow bidders who are proposing their own solution to submit a Self-Declaration for Ownership of the Proposed Solution.	Please be guided as per RFP.
60	Page 3/ Tender Notice- Bid details in Brief	Last date and time for Hash Submission 05.01.2021 upto 1600 hrs	We request the bank to extend the submission date by at least 3 weeks after responding to the prebid queries.	Please be guided as per RFP. Pls see corrigendum also.
61	Page 74/ Point No. 3 (Annexure E)	The bidder should have implemented CMS complete solution Or CMS collections Or CMS Payments during the last 4 years from the bid submission date, in any 1 bank (in public sector / foreign / private bank)in India or branch working in India and the solution should be currently running for atleast past 1 year.	Request the bank to change this clause as below: "The bidder should have implemented CMS complete solution Or CMS collections Or CMS Payments during the last 7 years from the bid submission date, in any 1 bank (in public sector / foreign / private bank)in India or branch working in India and the solution should be currently running for atleast past 1 year."	Please be guided as per RFP.
62	Page 9/ Point No. 2.5	It should also support future enhancements/upgradations with any of the	While Bidder agrees to comply with all applicable laws, regulations, statutory	Please be guided as per RFP.

		interconnected systems and CBS (FINACLE X) and any regulatory bodies	requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	
63	Page 11/ Point No. 2.19	Solution should support payments related standard formats vis-à-vis ISO 20022, ISO 8583, SWIFT messaging / MT series formats and any messaging standards as stipulated by RBI from time to time.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
64	Page 11/ Point No. 2.22	System should support RBI & other regulatory directives and guidelines pertaining to Payment and IT Security issued time to time.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI,	Please be guided as per RFP.

			Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	
65	Page 11/ Point No. 2.26	Bidder shall provide Bank with requisite MIS and Reports as per the formats prescribed by the 3rd party auditors, security audit of application, Regulatory bodies, Govt. Etc.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
66	Page No. 13 / Point No. 3.7 (3)	3) Compliance to specifications mentioned in the RFP and any regulatory or statutory requirement.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.

67	Page 15/ Point No. 4.6	Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
68	Page No. 30 / Annexure AA - TERMS AND CONDITIONS	The bidder shall be required to provide all future updates and upgrades for the proposed software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
69	Page No. 37 / TERMS AND CONDITIONS - 30 Information Security Compliance & Confirmation	The bidder shall ensure that the solution is compliant to the latest standards and mandate by Regulatory bodies etc. at no cost to the Bank.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in	Please be guided as per RFP.

			laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	
70	Page No. 37 / TERMS AND CONDITIONS - 30 Information Security Compliance & Confirmation	Vendor shall comply with the Bank's information or cyber security guidelines or any other guidelines issued by Reserve Bank of India	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
71	Page 49 / Annexure D - Functional & Technical Requirements - 5	System should be scalable and should comply with the functional regulatory authority from time to time	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and	Please be guided as per RFP.

			treated as Change Request and this clause should be amended accordingly.	
72	Page 61/ Annexure D - Functional & Technical Requirements - 159	System should support various payment formats as per regulatory guidelines. This should be possible at banks level without vendor intervention.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
73	Page 75/ Annexure – E - Documents for Eligibility Criteria - 6	Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid. Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations from regulators like RBI, Central/State government/ authorities/ agencies, statutory bodies/agencies, Payment System Operators including Card Networks/NPCI shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Please be guided as per RFP.
74	Page 31 / TERMS AND CONDITIONS - 3. Penalties 3.1	Non-compliance of Regulatory requirements - SLA Measure: Any Instance; Penalty Calculation: Full fee will be held back till the same is complied with. Any penalty by any agency on account of this would be made good by the Bidder.	SLA Measure should consider any dependencies on the Bank and such regulatory non-compliances/breaches on account of omission/commission of the Bank, its employees, contractors and vendors accordingly this requirement should	Please be guided as per RFP.

			be amended	
75	Page 31 / TERMS AND CONDITIONS - 3. Penalties 3.1	Data Breaches - SLA Measure: Any Instances, either by insider or outsider; Penalty Calculation: Actual amount of loss incurred by Client/Corporate and the Bank will be made good by the Bidder. Any penalty by any agency would have to be made good by the Bidder. Cost of potential or actual exposure taken by the Bank for data breach would be recovered from the Bidder. Bank would be free to terminate the contract, blacklist the Bidder with various agencies or initiate other actions as deemed appropriate.	SLA Measure should consider any dependencies on the Bank and such regulatory non-compliances/breaches on account of omission/commission of the Bank, its employees, contractors and vendors accordingly this requirement should be amended	Please be guided as per RFP.
76	Page 9/ clause 2.5	System should be capable of seamless integration with Core Banking Solution (Infosys - Finacle X) for posting accounting entries and MIS. The system should also be capable of being integrated with all the existing collection systems/gateways of RBI, IDRB, NPCI and Bank's internal / reporting systems like MIS, and Data warehouse. It should also support future enhancements/upgradations with any of the interconnected systems and CBS (FINACLE X) and any regulatory bodies.	While Bidder agrees to comply with existing collection systems/gateways of RBI, IDRB, NPCI and Bank's internal / reporting systems like MIS, and Data warehouse as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of existing collection systems/gateways of RBI, IDRB, NPCI and Bank's internal / reporting systems like MIS, and Data warehouse applicable as on date of submission of bid and any change in such requirement shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.
77	Page 11/ clause 2.18	Closure of all VAPT / IS AUDIT observation within time frame stipulated by Bank without any additional cost to the Bank.	Please revise the clause as: "Closure of all VAPT / IS AUDIT observation which arises due to non-fulfilment of Bidders obligation as per the agreed scope of work within time frame stipulated by Bank without any additional cost to the Bank."	Please be guided as per RFP.
78	Page 11/ clause 2.22	System should support RBI & other regulatory directives and guidelines pertaining to Payment and IT Security issued time to time. The software application should be complied with OWASP security guidelines.	While Bidder agrees to comply with RBI & other regulatory directives and guidelines pertaining to Payment and IT Security existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of RBI &	Please be guided as per RFP.

			other regulatory directives and guidelines pertaining to Payment and IT Security applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
79	Page 11/ clause 2.23	The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement.	Considering the nature of deal, the bidder will provide the solution and the annual maintaince services including the warranty. It's a non-standard position for provide any source code or escrow arrangement. Therefore, we request to remove this clause.	Please be guided as per RFP.
80	Page 11/ clause 2.26	Bidder shall provide Bank with requisite MIS and Reports as per the formats prescribed by the 3rd party auditors, security audit of application, Regulatory bodies, Govt. Etc.	While Bidder agrees to provide MIS and Reports as per the formats prescribed by the 3rd party auditors, security audit of application, Regulatory bodies, Govt. Etc existing as on date of submission of bid, it is not possible for the bidder to envisage any change in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable to provide MIS and Reports as per the formats prescribed by the 3rd party auditors, security audit of application, Regulatory bodies, Govt. Etc applicable as on date of submission of bid and compliance to any change shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.
81	Page 11/ clause 2.26	Vendor to ensure strict adherence to data privacy as per applicable laws and regulations. Bank may require confirmation from vendor of the same from time to time and should be allowed to perform an audit for the same.	While Bidder agrees to comply with data privacy as per applicable laws and regulations existing as on date of submission of bid, it is not possible for the bidder to envisage any change in law in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable to comply with data privacy as per applicable laws and regulations applicable as on date of submission of bid and compliance to any change shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.

82	Page 12/ clause 2.26	Vendor to implement all the practices and systems required for data security of PNB clients. In case of a breach vendor to be responsible and Bank need to be indemnified.	While Bidder agrees to implement practices and systems required for data security existing as on date of submission of bid, it is not possible for the bidder to envisage any such future requirement and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable to implement practices and systems required for data security applicable as on date of submission of bid and any change shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.
83	Page 12/ clause 2.26	The bidder must provide the technology upgrade to the Bank from time to time and certify that the technology or platform or solution being deployed is up to date.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder.	Please be guided as per RFP.
84	Page 12/ clause 2.27	Post implementation scope to indicatively include support for the following: (a) Upgrades, (b) maintenance, (c) System monitoring, (d) Troubleshooting & Performance Tuning, (e) Advisories on software upgrades & vulnerabilities, (f) Conduction DR Drills & support for the same, (g) Any support required to make systems & software up and running, data backup & replication of data to DR, EOD etc.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder. Therefore, we request you to remove upgrades from this clause.	Please be guided as per RFP.
85	Page 13/ clause 3.7(3)	Compliance to specifications mentioned in the RFP and any regulatory or statutory requirement.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.
86	Page 15/ clause 3.7(3)	Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities.	While Bidder agrees to comply with all the guidelines laid out by RBI & other regulatory authorities existing as on date of submission of bid, it is not possible for the bidder to	Please be guided as per RFP.

			envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
87	Page 18/ clause 10.10.4	The bidder should provide support during the transit period in case any exercise of right to exit/terminate the contract due to any issue.	Bidder agrees, at an additional cost to Bank, to provide support during the transit period in case any exercise of right to exit/terminate due to bidder's material breach of the contract .	Please be guided as per RFP.
88	Page 20/ clause 14.2	The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the above components, same will have implication on price. Hence, we request Bank to factor above components which is critical for price finalisation and amend the clause accordingly.	Please be guided as per RFP.
89	Page 26/ clause 1(11)	Third Party Seamless Migration - Vendor will ensure seamless migration of the application, data and solution after expiry of contract period, if Bank selects another vendor after the contract period or during the contract period due to any reason.	Bidder agrees, at an additional cost to Bank, to provide support during the transit period in case any exercise of right to exit/terminate due to bidder's material breach of the contract .	Please be guided as per RFP.
90	Page 27	Bidder shall allow third party audit of the system. Bank will conduct the audit of the solution implemented at onsite as per requirement and give 15 days prior intimation to bidder and frequency decided by the bank. Bank will give the prior notice in the form of email. Bank will bear the cost of such Audit. The bidder has to comply the audit observation without any additional cost.	<p>Bidder will provide the standard policy for audit and inspection by the Bank . It's more elaborative and specifies the audit right for a software license deals as per the industry practice. Hence, we request you to amend this clause as:</p> <p>To assist Bank with its due diligence and vendor management responsibilities, Bidder will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain</p>	Please be guided as per RFP.

			other information and testing results regarding the physical, technical and administrative controls utilized by Bidder and the security of Bank's Confidential Information. Bidder shall permit governmental agencies that regulate Bank in connection with a Service to examine Bidder's books and records and Bank Data, to the same extent as if that Service were being performed by Bank on its own premises, subject to Bidder's confidentiality and security policies and procedures.	
91	Page 27	If the bank desires to upgrade to higher version of database or hardware, selected bidder shall be required to comply with banks requirement. The proposed solution should support the database and hardware version which are supported by OEM. Bank will take care of hardware and database upgradation activity. Bidder has to ensure that the application should be compatible with hardware and database etc. without any additional cost.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder. Therefore, we request you to remove upgrades from this clause.	Please be guided as per RFP.
92	Page 27	The SLA shall be based on the requirements of this RFP, the terms and conditions of letter of intent/ work order, the letter of acceptance and such other terms and conditions, as may be determined by the Bank, to be necessary, for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding, to be signed at the time of execution of the Form of Contract.	The SLA should be based on the terms and conditions mutually agreed by the Bank and bidder for the due performance of the work in accordance with the agreed scope of work to be signed at the time of execution of the Form of Contract.	Please be guided as per RFP.
93	Page 28/ clause 3	The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days.	The SLA should be based on the terms and conditions mutually agreed by the Bank and bidder for the due performance of the work in accordance with the agreed scope of work to be signed at the time of execution of the Form of Contract.	Please be guided as per RFP.
94	Page 29/ clause 10	No advance payment against purchase order.	License fee should be paid upfront 100% in advance.	Please be guided as per RFP.
95	Page 30/ clause 11	The AMC/ATS may be terminated by the Bank after giving three months' notice in case of deficiency in	We request the Bank to terminate the Agreement only in the event Bidder commits	Please be guided as per RFP.

		services. Bank may extend the AMC/ATS term for two terms of 1 year each on same rates and same terms and conditions.	any material breach and the same is not rectified in 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	
96	Page 30/ clause 12	The bidder shall be required to provide all future updates and upgrades for the proposed software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder.	Please be guided as per RFP.
97	Page 32	Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder material defaults in delivering the Solution in compliance with the specifications mentioned in the Agreement and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	Please be guided as per RFP.
98	Page 32/ clause 14	The selected vendor will also have to enter into a Service level agreement for Service Support and Maintenance of complete solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.	The SLA should be based on the terms and conditions mutually agreed by the Bank and bidder for the due performance of the work in accordance with the agreed scope of work to be signed at the time of execution of the Form of Contract.	Please be guided as per RFP.
99	Page 33/ clause 19	19.1 Subject to Section 28, each Party (the "Indemnitor" as applicable) shall indemnify, defend, and hold harmless the other Party (the "Indemnatee" as applicable) and its officers and directors, employees, agents, and representatives from and against any damages, costs, attorneys' fees, penalties, fines, liabilities, or expenses that arise from third Party actions or claims against the Indemnity (collectively, "Losses"), to the extent the Indemnitor has proximately caused: a. Death or injury to persons;	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnatee") due to such party use of other party ("Indemnitor") services. Indemnatee agrees to pay all court cost, monetary damages and reasonable	Please be guided as per RFP.

b. Damage to tangible property;
c. Violation of applicable laws;
d. Infringement of a third party's intellectual property rights where such third party is located in either the country where the services were provided or received, provided however that bidder shall not have any liability to Bank under this section to the extent that any infringement or claim thereof is attributable to:

e. (1) The combination, operation or use of a deliverable with equipment or software supplied by Bank, which are not under the scope of the RFP/Agreement, where the deliverable would not itself be infringing;
(2) Use of a deliverable in an application or environment for which it was not designed or contemplated under the RFP/Agreement; Or
(3) Modifications of a deliverable by anyone other than bidder where the unmodified version of the deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, bidder obtains for Bank the right to continue using such deliverables as provided without infringement, or replace or modify such deliverables so that they become non-infringing. Promptly after an Indemnitee receives notice of any claim for which it will seek indemnification pursuant to the RFP/Agreement, the Indemnitee will notify the Indemnitor of the claim in writing. No failure to so notify the Indemnitor will abrogate or diminish the Indemnitor's obligations under this Section if the Indemnitor has or receives knowledge of the claim by other means or if the failure to notify does not materially prejudice its ability to defend the claim. Within fifteen (15) days after receiving an Indemnitee's notice of a claim, but no later than ten (10) days before the date on which any formal response to the claim is due, the Indemnitor will notify the Indemnitee in writing as to whether the Indemnitor acknowledges its indemnification obligation and elects to assume control of the defense and settlement of the claim (a "Notice of Election"). In issuing a Notice of Election, the Indemnitor waives any right of contribution against the Indemnitee unless the

attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if the Indemnitee provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the Indemnitor to defend or settle the claim. With respect to threatened or actual IP Claim, bidder will be entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitee advance service fee if any paid by the Indemnitee. These are the sole remedy of Indemnitee for any IP infringement claim.

		<p>Notice of Election expressly states that Indemnitor believes in good faith that the Indemnitee may be liable for portions of the claim that are not subject to indemnification by the Indemnitor, in which case the Indemnitee will have the right to participate in the defence and settlement of the claim at its own expense using counsel selected by it.</p> <p>19.2 If the Indemnitor timely delivers a Notice of Election, it will be entitled to have sole control over the defense and settlement of the claim except as provided in the immediately preceding paragraph. After delivering a timely Notice of Election, the Indemnitor will not be liable to the Indemnitee for any attorneys' fees subsequently incurred by the Indemnitee in defending or settling the claim. In addition, the Indemnitor will not be required to reimburse the Indemnitee for any amount paid or payable by the Indemnitee in settlement of the claim if the settlement was agreed to without the written consent of the Indemnitor.</p> <p>19.3 If the Indemnitor does not deliver a timely Notice of Election for a claim, the Indemnitee may defend and/or settle the claim in such manner as it may deem appropriate, and the Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred by the Indemnitee with respect to the claim.</p> <p>19.4 The selected bidder shall indemnify the Bank and keep indemnified the Bank for any loss or damage, cost or consequences that the Bank may sustain, suffer or incur on account of violation of any Intellectual Property Rights including patent, trademarks, etc. by the bidder. The bidder shall always remain liable to the Bank for any Losses suffered by the Bank due to any technical error or negligence or fault on the part of the bidder. The bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in the RFP/ Documents.</p>		
100	Page 34/ clause 20	Confidentiality	Bidder request to make this clause mutual as the bidder will also be sharing the confidential information with the Bank.	Please be guided as per RFP.

101	Page 34/ clause 21	<p>The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following :</p> <p>a) Excessive delay in execution of order placed by the Bank</p> <p>b) Discrepancies / deviations in the agreed processes and/or products</p> <p>c) Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document</p> <p>d) Violation of terms & conditions stipulated in this RFP.</p>	<p>As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder material defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.</p>	Please be guided as per RFP.
102	Page 34/ clause 21	<p>Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contract at any time without assigning any reasons. In case of termination of contract for the reasons that the services of vendor are not found satisfactory", the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes.</p>	<p>In the event, Bank intends to exercise this right, we request the bank to pay the bidder service/license fee for (i) the services/license already delivered under the contract, and (ii) unexpired term of the agreement and amend this clause accordingly.</p> <p>Further, we request to remove the provision for blacklisting.</p>	Please be guided as per RFP.
103	Page 35/ clause 22	<p>The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.</p> <p>❑ The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.</p> <p>❑ The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the</p>	<p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnatee") due to such party use of other party ("Indemnitor") services. Indemnatee agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if if Indemnatee provides,</p>	Please be guided as per RFP.

		<p>supplier shall be fully responsible including all expenses and court and legal fees.</p> <p><input type="checkbox"/> The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p> <p><input type="checkbox"/> The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including all inventions, designs and marks embodied therein in perpetuity.</p>	<p>prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the Indemnitor to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will be entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitor advance service fee if any paid by the Indemnitor. These are the sole remedy of Indemnitor for any IP infringement claim.</p>	
104	Page 35/ clause 23	<p>The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.</p>	<p>We request the Bank to modify the assignment clause as:</p> <p><i>"Neither Party shall assign or transfer all or any of its rights, benefits, or obligations under this Agreement without prior consent to the other party, which may not be unreasonably withheld. The restriction under this clause shall not apply to any assignment by FIS of its rights, obligations, and benefits under this Agreement in part or whole to any of its (i) a purchaser of or successor; or (ii) an affiliate of FIS."</i></p>	<p>Please be guided as per RFP.</p>
105	Page 36/ clause 25	<p>The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard.</p>	<p>While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>Please be guided as per RFP.</p>
106	Page 36/ clause 26	<p>LIMITATION OF LIABILITY</p> <p>Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p>	<p>We request Bank to consider revised clause as specified below:</p> <p>"EACH PARTY'S TOTAL AGGREGATE LIABILITY</p>	<p>Please be guided as per RFP.</p>

a) IP Infringement indemnity
b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY BANK TO Bidder UNDER THE AGREEMENT DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM BANK'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

THE LIMITATIONS AND EXCLUSIONS SET FORTH SHALL NOT APPLY TO: (i) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (ii) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (iii) BREACHES OF THE SCOPE OF USE; (iv) BANK'S OBLIGATION TO PAY FEES

			<p>HEREUNDER AND DAMAGES ARISING FROM IMPROPER TERMINATION OF A SOLUTION, ORDER OR SOW BY BANK; OR (v) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH A LIMITATION OR EXCLUSION OF SUCH DAMAGES IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROPOSED BY BIDDER IN THE PRE BID QUERIES."</p>	
107	Page 37/ clause 30	The bidder shall ensure that the solution is compliant to the latest standards and mandate by Regulatory bodies etc. at no cost to the Bank.	<p>While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	Please be guided as per RFP.
108	Page 38/ clause 30	The vendor should submit the certificate to the Bank that their application is developed as per Top 2018 guidelines and is free from bugs or errors.	<p>Bidder will ensure that the solution should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.</p>	Please be guided as per RFP.
109	Page 38/ clause 30	Vendor shall comply with the Bank's information or cyber security guidelines or any other guidelines issued by Reserve Bank of India.	<p>While Bidder agrees to comply with Bank's information or cyber security guidelines or any other guidelines issued by Reserve Bank of India existing as on date of submission of bid, it is not possible for the bidder to envisage Bank's information or cyber security guidelines or any other guidelines issued by Reserve Bank of India in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of Bank's information or cyber security guidelines or any other guidelines issued by Reserve Bank</p>	Please be guided as per RFP.

			of India applicable as on date of submission of bid and compliance to any change iBank's information or cyber security guidelines or any other guidelines issued by Reserve Bank of India shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
110	Page 38/ clause 30	Bank shall reserve the right to audit the vendor application through any third party auditor or by any regulator etc.	To assist Bank with its due diligence and vendor management responsibilities, Bidder will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain other information and testing results regarding the physical, technical and administrative controls utilized by Bidder and the security of Bank's Confidential Information. Bidder shall permit governmental agencies that regulate Bank in connection with a Service to examine Bidder's books and records and Bank Data, to the same extent as if that Service were being performed by Bank on its own premises, subject to Bidder's confidentiality and security policies and procedures.	Please be guided as per RFP.
111	Page 38/ clause 30	Bidder shall ensure that application/software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan and Spyware that would obstruct desired function of hardware/software, cause physical damage to the users equipments, tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise or Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion.	Bidder will ensure that the solution/any updates should not have any malaware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.	Please be guided as per RFP.
112	Page 38/ clause 30	Successful bidder shall be responsible for compliance of VA/PT requirements raised by Bank from time and time; in case of any upgrade of Hardware, OS, DB, middleware etc., as provided by the Bank, bidder shall be responsible for ensuring proper updation/implementation and ensuring the application performance is maintained as per Bank's requirement.	While Bidder agrees to comply with VA/PT requirements of the Bank existing as on date of submission of bid, it is not possible for the bidder to envisage future requirements and corresponding changes to be done to the Services. Any future VA/PT requirements shall be done at cost mutually agreed between the parties and this clause	Please be guided as per RFP.

			should be amended accordingly.	
113	Page 40/ clause 34	Termination for Default	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder material defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	Please be guided as per RFP.
114	Page 40/ clause 35	Exit Option	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder material defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	Please be guided as per RFP.
115	Page 41/ clause 36	Limitation of liability	<p>We request Bank to consider revised clause as specified below:</p> <p><i>"EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY BANK TO Bidder UNDER THE AGREEMENT DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM."</i></p>	Please be guided as per RFP.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM BANK'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

THE LIMITATIONS AND EXCLUSIONS SET FORTH SHALL NOT APPLY TO: (i) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (ii) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (iii) BREACHES OF THE SCOPE OF USE; (iv) BANK'S OBLIGATION TO PAY FEES HEREUNDER AND DAMAGES ARISING FROM IMPROPER TERMINATION OF A SOLUTION, ORDER OR SOW BY BANK; OR (v) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH A LIMITATION OR EXCLUSION OF SUCH DAMAGES IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROPOSED BY

			<i>BIDDER IN THE PRE BID QUERIES."</i>	
116	Page 50/ clause 5	System should be scalable and should comply with the functional regulatory authority from time to time.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.
117	Page 59/ clause 137	System should be highly parameterized to support the bank's policy requirements and statutory policy requirements e.g. Future changes proposed by the monetary authority about timings of process, limit of process, normalization etc	While Bidder agrees to comply with bank's policy requirements and statutory policy requirements existing as on date of submission of bid, it is not possible for the bidder to envisage bank's policy requirements and statutory policy requirements in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of bank's policy requirements and statutory policy requirements applicable as on date of submission of bid and compliance to any change in bank's policy requirements and statutory policy requirements shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please be guided as per RFP.
118	Page 77	The multiplication factor as mentioned in above table Sr No 7, is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of this item to be ordered may vary according to the requirement of the Bank. Bank may place subsequent orders for this item, if required, at any time during the contract period of 5 years, at the unit rate finalized after Reverse Auction. Bank is not bound to place any minimum order for this item.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the component or services, bidder should be entitled to revise the price and we request the Bank to amend this clause accordingly.	Please be guided as per RFP.